

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Toowoomba Regional Council Number 2 Salaried Officers' Certified Agreement

Matter No. CA/2012/526

Commissioner Thompson

17 September 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 17 September 2012 the Commission certifies the following written agreement:

Toowoomba Regional Council Number 2 Salaried Officers' Certified Agreement – CA/2012/526 [as amended].

Made between:

Toowoomba Regional Council

AND

The Australian Workers' Union of Employees, Queensland;
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch,
Union of Employees; and
Queensland Services, Industrial Union of Employees.

The agreement was certified by the Commission on 17 September 2012 and shall operate from 17 September 2012 until its nominal expiry on 17 September 2015.

This agreement replaces Toowoomba Regional Council Number 1 Salaried Officers' Certified Agreement (CA/2009/27).

By the Commission.

Commissioner Thompson

TOOWOOMBA REGIONAL COUNCIL NUMBER 2 SALARIED OFFICERS' CERTIFIED AGREEMENT

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PART 1 – GENERAL CONDITIONS

1.1 TITLE

This Agreement shall be known as the Toowoomba Regional Council Number 2 Salaried Officers' Certified Agreement, hereinafter referred to as the Agreement.

1.2 APPLICATION AND PARTIES BOUND

This Agreement is binding on Toowoomba Regional Council and its employees employed under *Queensland Local Government Officers' Award – 1998 State* excluding management as defined in *Clause 1.6 (Definitions)*.

The following Unions will be parties to the Agreement:

- Queensland Services, Industrial Union of Employees (QSU)
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)
- The Australian Workers' Union of Employees, Queensland (AWU)

1.3 DATE OF OPERATION

This Agreement shall operate, in accordance with its terms, from 1 March 2012 for a period of three years.

1.4 RELATIONSHIP WITH PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Queensland Local Government Officers Award 1998 – State, as they stood at the 1 March 2012 except for the provisions contained in *Clause 3.4 – No Extra Claims*. Provided that where there is any inconsistency between this Agreement and the Award, the provisions of this Agreement shall take precedence.

1.5 OBJECTIVES OF THE AGREEMENT

The principal objectives of this Agreement are to pursue service excellence by:

- (a) Continuous improvement and quality enhancement
- (b) Focusing on customer service
- (c) Balancing the needs of all stakeholders
- (d) Responsible management of available resources
- (e) Enhancing Toowoomba Regional Council as a preferred employer
- (f) Commitment by all stakeholders to best practice workplace health and safety

- (g) Providing improved and more responsive services to the community of Toowoomba Regional Council
- (h) Promoting workforce flexibility
- (i) Increasing consultation and employee participation in decision making
- (j) Improving training access and provision
- (k) Increasing job satisfaction

1.6 DEFINITIONS

- **Casual Employee** - an employee who is engaged on an irregular and non-systematic basis for periods of employment with breaks in employment contracts.
- **Commission/QIRC** - the Queensland Industrial Relations Commission.
- **Council** - Toowoomba Regional Council.
- **Employee's Household** –a member of the employee's immediate family or a person who lives with the employee and for whom the employee is financially responsible.
- **Immediate Family** – a spouse (including former spouse), a *de facto* spouse and a former *de facto* spouse, spouse of the opposite or same sex of the employee. A *de facto spouse* means a person of the same or opposite sex to the employee who lives with the employee as his or her husband or wife on a *bona fide* domestic basis, and a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- **Management** – Chief Executive Officer, General Manager, Executive Manager or Manager.
- **Medical Certificate** –a certificate signed and dated by a registered medical practitioner.
- **Ordinary Fortnightly Wage** –monies the employee would receive including allowances, overtime or similar types of additional payments consistent with the Australian Taxation Office definition of ordinary time earnings.
- **Registered Medical Officer** – a medical officer registered, or licensed, under a law of a State or Territory that provides for registration or licensing of health practitioners (or health practitioners of that type).
- **Stakeholders** – employees, community, customers, elected Mayor and Councillors, management and unions.
- **Term of Agreement** – From 1 March 2012 for a period of 3 years.
- **Unions** - a union registered in the State of Queensland and listed in Clause 1.2 of this Agreement.
- **Work Team** – employees engaged in a Section/Unit of a Branch.
- **Wage** – wages that are paid for work performed by the employee.
- **50% Simple Majority** – 50% of employees plus 1 vote.

1.7 ABBREVIATIONS

- **CEO** – Chief Executive Officer
- **JCC** – Joint Consultative Committee
- **EMPOD** – Executive Manager People and Organisational Development
- **POD** – People and Organisational Development Branch
- **QIRC** – Queensland Industrial Relations Commission
- **RDO** – Rostered Day Off

- **TOIL** – Time Off In Lieu of overtime
- **TRC** – Toowoomba Regional Council
- **WFA** – Workforce Flexibility Arrangement
- **WHS** – Workplace Health and Safety.

1.8 COPY AND AVAILABILITY OF THE AGREEMENT

All current employees will be given access to a copy of this Agreement and all future employees will be provided with access to a copy as part of the employee induction program upon commencement of employment with Council.

1.9 GRIEVANCE AND DISPUTE SETTLEMENT/RESOLUTION PROCEDURE

In the event of any workplace grievance arising and/or disagreement between Council and its employee/s in relation to the content of this Agreement and/or Parent Awards, the following procedure shall apply.

1.9.1 Procedure:

Step One

The employee shall attempt to resolve the grievance with his/her immediate supervisor. The employee may be represented by their union delegate or official if required.

Step Two

If the grievance is still unresolved within forty eight (48) hours, the matter will be referred to management. The employee may be represented by their union delegate/official if required.

Step Three

If the grievance is still unresolved, then the matter should be referred to the (EMPOD) or their nominated representative who will arrange a meeting of all parties within three (3) working days.

Step Four

If the matter remains unresolved it may be submitted by any party to the QIRC for conciliation and arbitration if required.

1.9.2 Principles

- a) Except in the instance of a bona fide WHS issue, until the grievance is resolved, work shall continue normally in accordance with the custom and practice existing before the grievance arose while discussions take place.
- b) No party shall be prejudiced as to the final settlement by the continuance of work.
- c) All parties shall give due consideration to matters raised or any suggestion or recommendation made by the QIRC with a view to the prompt settlement of the dispute.
- d) Any order of the QIRC, (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.

- e) The procedure does not preclude either party from seeking the advice and/or assistance of their respective industrial organization/association at any time.
- f) The procedure does not preclude either party from raising the issue in another forum at any time having regard to the issue involved and the nature of the respondent concerned.

PART 2 – EMPLOYMENT ARRANGEMENTS

2.1 CONTRACT OF EMPLOYMENT ARRANGEMENTS

- 2.1.1 Employees are employed by Council, in accordance with the provisions of this Agreement and the relevant Award.
- 2.1.2 Trainees who would meet the requirements of *Clause 7.3, National Training Wage* of the underlying Award will be employed under the *Training Wage Award State - 2003*.

2.2 EMPLOYEES FIXED START/FINISH WORK LOCATIONS

- 2.2.1 The employees designated fixed start/finish work location will be as it existed at the date of certification of the Agreement. All employees will be designated to one start/finish work location only. For the purposes of this clause, fixed start/finish location shall mean a designated administration office, depot, library, water treatment plant, etc.
- 2.2.2 For short-term (for a specific project) operational purposes, where Council requires an employee to alter their fixed start/ finish work location to a location away from their designated fixed starting point, the employee shall be paid the travelling allowance prescribed under the relevant Award, where such travel is to be undertaken outside of ordinary working hours.

2.3 PERMANENT RELOCATION

- 2.3.1 Employees employed under this Agreement at the date of certification cannot be permanently relocated to another workplace/service centre/depot except by mutual agreement unless one of the following applies:

- 2.3.1.2 The new workplace is not further from the employee's place of residence than the previous workplace.

- 2.3.1.3 The new workplace is not more than 15 kilometres from their current workplace.

- 2.3.2 Consultation

- 2.3.2.1 If the new workplace is 15 kilometres or less from their existing workplace then Council is only required to give the employee notice.

2.3.2.2 If the new workplace is greater than 15 kilometres but not more than 25 kilometres from their current workplace, Council will be required to consult with the employee.

2.3.3 Notice

A minimum of six (6) weeks' notice shall be given to the employee unless otherwise mutually agreed.

2.3.4 Travelling Payment

2.3.4.1 Where an employee is relocated to a workplace which is not further from the employee's place of residence than the previous workplace or not more than 15 kilometres from their existing workplace, there will be no travelling allowance payable.

2.3.4.2 Where an employee is required to travel greater than 15 kilometres from their existing workplace, Council at its discretion will either provide transport or the employee will be paid a travelling allowance of 74 cents per kilometre, for each kilometre in excess of 15 kilometres.

2.3.4.3 Clause 2.3.4.2 will cease to have effect from 31 July 2014.

2.3.5 This clause shall not have application to employees employed after 11 July 2012.

2.4 INCOME MAINTENANCE

When an employee is redeployed to a position that is a lower classification level than their previous classification level, Council agrees to maintain the employee's wage for a period of up to 12 months.

2.5 PART TIME LOADING

No loading will apply to part-time employees. Current part-time employees who receive part-time loading will continue to receive the loading until either:

- (a) the employee is no longer employed by the Council; or
- (b) the employee's hours are increased equal to the level of the previous remuneration; or
- (c) the employee is appointed to a position where the salary is equal to or more than the salary of the previous position.

PART 3 – REMUNERATION AND ALLOWANCES

3.1 WAGE RATES AND SCHEDULES OF WAGES

- 3.1.1 The wage rate payable to employees is set out in *Schedule A – Toowoomba Regional Council Wage Rates*.
- 3.1.2 Payment of monies will be made using Electronic Funds Transfer directly to the account nominated in writing by the employee and will be paid on a fortnightly basis. Should an employee's account details change, it will be the responsibility of the employee to provide sufficient notice of the change of details to ensure that payments are able to be accurately transferred.
- 3.1.3 Nothing contained within this Agreement shall preclude Council from paying any employee at a higher rate than that prescribed in *Schedule A – Toowoomba Regional Wage Rates* for a period of time at Council's discretion.

3.2 WAGE INCREASE

From the first pay period commencing after 1 January 2012 - 3.5% across levels per annum.

From the first pay period commencing after 1 January 2013 - 3.0% across levels per annum.

From the first pay period commencing after 1 January 2014 - 3.0% across levels per annum.

3.3 SUPERANNUATION

- 3.3.1 Council shall contribute the relevant contributions on behalf of each employee into the Local Government Employees Superannuation Scheme established pursuant to the terms and conditions as set out in the *Queensland Local Government Act 2009*.
- 3.3.2 Council agrees to maintain the superannuation employer contributions at 12.4% for the life of the Agreement.
- 3.3.3 Whilst an employee is on workers compensation, Council will continue to pay superannuation employer contributions.

3.4 NO EXTRA CLAIMS

- 3.4.1 The parties agree that in the life of this Agreement, no extra claims will be made for further wage increases and no alterations in conditions of employment will be made except in the context of approved WFAs as provided for in this Agreement.
- 3.4.2 This clause does not preclude alterations that may occur as a result of reclassification under the Award at *Clause 8.1 – Classification* of this Agreement

3.5 WORKING ANY "5 IN 7" DAYS

Where an employee agrees in writing to alter the spread of days for the ordinary hours of work (e.g. any five days in seven), Council shall pay a weekend penalty rate of time and one half for all ordinary hours worked on a Saturday, and a penalty rate of double the ordinary hourly rate for all hours worked on Sunday.

Where the employee seeks to alter the spread of days to include weekends to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request, and Council shall not be liable for the weekend penalty rates.

3.6 ALLOWANCES

3.6.1. *On Call Allowance*

All work teams required to participate in on call arrangements will be rostered for duty in accordance with Council's operational need. These on call arrangements shall commence from the first pay period following the date of certification of the Agreement by the QIRC.

(a) On Call – Remote (Dial In)

- (i) Applies to employees rostered and required to be on call via remote access such as, but not limited to, telephone, modem or personal computer
- (ii) An allowance of \$17.50 per day (24 hour period) is payable
- (iii) Should work be undertaken during this day a further payment will be made for the time worked at 1.5 times the ordinary rate of pay with a minimum of 30 minutes being payable for Monday to Friday.
- (iv) For Saturdays, Sundays and Public Holidays a payment for time worked of 2.0 times the ordinary rate of pay with a minimum of 30 minutes will apply.

(b) On Call – Call-In (Attend Work)

- (i) Applies to employees rostered and required to be on call and remain within an operationally reasonable travel time to the work location.
- (ii) An allowance of \$25.00 per day (24 hour period) is payable Monday to Friday, \$35 on Saturdays and Sundays and \$45 on Public Holidays.
- (iii) Should work be undertaken during Monday to Friday a further payment will be made for the time worked at 1.5 times the ordinary rate with a minimum of 2 hours payable. Any time worked in excess of the minimum will be paid at the rate of double time for all hours worked.
- (iv) For Saturdays and Sundays a further payment will be made for the time worked at 2 times the ordinary rate with a minimum of 2 hours.
- (v) For Public Holidays a payment for time worked of 2.0 times the ordinary rate of pay with a minimum of 4 hours will apply.
- (vi) Where an employee is recalled to attend work when rostered "On Call" more than two (2) times within five (5) hours of commencing work on the next working day, the employee will be entitled to Fatigue Leave as per the provisions of *Clause 15.7* of the Parent Award.

(c) Recall

Where the employee is required to be on call and paid for the aforementioned allowance, there is no entitlement in respect of each

subsequent call out on the same day for (a) and (b) above if the call out (or call outs) fall within the original period of time for which payment is made.

3.6.2 *First Aid Allowance*

- 3.6.2.1 Where Council appoints as a first aid attendant an employee who holds an appropriate current first-aid certificate, an additional \$15 per week in which the employee works three (3) days or more shall be paid to such employee. This payment shall commence from the first pay period following the date of certification of the Agreement by the QIRC.
- 3.6.2.2 The first aid allowance is only payable to an employee who occupies a position where there is an entitlement to claim the allowance on a weekly basis and there is an operational need for the employee to use the qualification as determined by Council.
- 3.6.2.3 All appointments of first-aid attendant/s will be formally made in writing.

3.6.3 *Travel Allowance*

- (a) Where a Council vehicle is provided, an employee shall not be entitled to claim the provisions of the kilometre rate of the travel allowance under the Parent Award.
- (b) Where an employee is required to travel outside of the Council area as part of their duties, all reasonable travelling and/or out-of-pocket expenses including meals incurred by an employee in the course of the employee's duties, shall be reimbursed.
- (c) Where an employee is required to travel outside of the Council area as part of their duties, excluding professional development, the employee will be able to claim such time as TOIL.

3.6.4 *Annualisation of Allowances*

Where it is mutually agreed, annualisation of allowances may be approved by Council on a case-by-case basis.

- (a) Annualisation of Travel Allowances
 - i Annualisation of travel allowances may apply to employees who are required to travel between work locations.
 - ii The annualised travel allowance shall be calculated by the application of the following formula:

Daily travel allowance specified in the relevant Award x 5 (days) x 43.6 (weeks) / 52 (weeks).

- iii The annualised allowance applies only while the employee occupies a position where there is an entitlement to claim the travel allowance on a daily basis.
- (b) Annualisation of Allowances other than Travel
- i The parties to this Agreement agree that there are benefits to Council and employees through the annualisation of allowances.
 - ii In the negotiation of annualisation of allowance the parties shall rely on historical data based on fact (or an Award entitlement in the case of a new position or work process/task/duty).
 - For the purpose of this Clause “annualised allowance” means the calculation of the total yearly amount of the allowance entitlement, divided by 52 and then paid as a weekly allowance for each week of the year (unless otherwise agreed).
 - The parties may agree that the employee/s who are a party to such an arrangement receive a benefit in lieu of a monetary amount.

3.6.5 Corporate Uniform Allowance

- (a) The parties agree that corporate image is an important feature of quality customer service. All employees are eligible to wear an endorsed Toowoomba Regional Council uniform while engaged in Council activities.
- (b) Council will allocate up to a maximum of \$400 per employee in each two year period on a dollar-for-dollar basis for use in purchasing the approved corporate uniform. This allowance can be accessed at the discretion of the employee and must not exceed the \$400 allocated. The two year period commences once the first access is made.
- (c) To be eligible permanent employees must have completed the probationary period for employment with Council and temporary employees must have completed twelve (12) months continuous employment with Council. Part-time employees are eligible for payment on a pro-rata basis using the same principles as contained in this Clause. In the event that a change of uniform is sought by Toowoomba Regional Council, employees will be consulted on the selection of the new uniform before a decision is made by Council.

PART 4 – EMPLOYMENT BENEFITS

4.1 SALARY SACRIFICE

Salary sacrifice arrangements will be offered to all employees subject to agreement between Council and the employee.

4.2 EMPLOYEE ASSISTANCE

4.2.1 Employee Assistance is a service provided to help employees and their immediate family members with personal or work related problems, which may affect their work performance or quality of life.

4.2.2 If an employee on extended (> 25 weeks) leave suffers financial hardship due to an injury, sickness or other restriction, the employee may apply to the CEO for assistance. Assistance to the employee will be assessed on a case by case basis and will be provided to the employee under the Council's Employee Assistance program.

4.3 LIFESTYLE INITIATIVES

4.3.1 Programs

(a) The initiatives of a "Quit Smoking Program (50% funding on completion of the Council approved program and a further 50% after 3 months abstinence) will be made available to permanent employees.

(b) Immunisations (influenza, hepatitis A and B), which aim to promote a healthy workplace for the wellbeing of the employee, will be made available at no cost to all employees.

4.3.2 Implementation of lifestyle initiatives may be monitored through the Joint Consultative Committee (JCC). Other initiatives may be implemented in consultation with the JCC, e.g. Voluntary Wellness Program.

4.4 USE OF COUNCIL VEHICLES

Employees allocated a commuter use Council vehicle will have commuter use of the vehicle free of charge for the purpose of travelling to and from work in accordance with the Australian Taxation Office rulings on commuter use of vehicle and will be required to sign a Commuter Use Agreement for such usage.

PART 5 – HOURS AND WORKFORCE FLEXIBILITY ARRANGEMENTS

5.1 HOURS OF WORK

5.1.1 The hours of work for all employees shall be in accordance with the Parent Award unless varied in this Agreement.

5.1.2 Should the employee or work team not be participating in a WFA as outlined in this clause, the employee(s) may be entitled to accumulate Flex Leave to take at least one day's Flex Leave in each four week cycle. Such leave shall, unless otherwise agreed between the employee and the relevant Manager, be a full day.

5.1.3 Flex Leave

By mutual agreement, made in advance between the employer and employee, hours of work may be extended to not more than 10 hours per day and not more than 50 hours per week, with a positive hours banked balance, no greater than 25 hours with Manager approval or no greater than 40 hours banked with General Manager approval. Hours greater than 40 hours (Flex Leave Banked) are to be paid at the applicable overtime rates. All Flex Leave accrued and taken up to 40 hours is at ordinary time. With prior mutual agreement between the manager and employee, employees may have a negative balance of no greater than 8 hours. Council will maintain a record of all Flex Leave accrued and taken by employees.

By mutual agreement between the Manager, employee and the relevant union/s arrangements to work any 5 out of 7 days in a week to meet operational and customer requirements may be entered in to. Where days worked include a Saturday, Sunday or public holiday, Council and the employees will come to an agreement regarding appropriate remuneration. Appropriate remuneration will include:

- a) payment of penalty rates as prescribed in the Parent Award; or
- b) crediting hours accumulated at penalty rates toward ordinary hours; or
- c) time off in lieu of the payment of overtime

5.1.4 Accrual of Flex Leave shall be subject to the provisions of the sub-clause 5.2.6 – *General Conditions*.

5.2 WORKFORCE FLEXIBILITY ARRANGEMENTS

5.2.1 The parties agree to continue the current WFAs existing in each work team throughout Council. This clause shall enhance current flexibility arrangements and shall in no way diminish such arrangements.

5.2.2 *Principal Workforce Flexibility Arrangements*

The five (5) principal WFAs that the majority of work teams operate under at Council are:

- Nine (9) Day Fortnight
- Nineteen (19) Day Month
- Annualised Hours
- Annualised Salaries
- Special Projects

- (a) A work team may nominate their preferred WFA. All principal WFAs must have the required majority of the work team's support before the WFA can be approved and entered into.
- (b) Each Arrangement needs to consider Council's operational needs, financial implications and be subsequently approved in writing by management and such approval by management will not be unreasonably withheld.

- (c) Employee/s or work teams may consult with their union representative during the negotiation of these Arrangements. Clause 1.9 - Grievance and Dispute Settlement/Resolution Procedure shall apply where an agreement cannot be reached.
- (d) Any new or vacant position will be advertised in accordance with the existing WFA's applicable to that work team at the time of vacancy.
- (e) All WFAs are to be cost-neutral.

5.2.3 9 Day Fortnight

- (a) By mutual agreement in writing, made in advance between Council and employees (work team), a 9 day fortnight can be used to meet work requirements.
- (b) In such cases, a 50% simple majority of team members must be in favour of the arrangement.
- (c) New employees to the work team are required to work the Arrangements that are in place within their work team at the time of their employment with Council.
- (d) Typically, where the employee works 72.5 ordinary hours in a 9 day period, they will be entitled to have the 10th day off as a Rostered Day Off.

5.2.4 19 Day Month

- (a) By mutual agreement in writing, made in advance between Council and employees (work team), a 19 day month can be used to meet work requirements.
- (b) In such cases, a 50% agreed majority of team members must be in favour of the Arrangement.
- (c) New employees to the work team are required to work the arrangements that are in place within their work teams at the time of their employment with Council.
- (d) Typically, where the employee works 145 ordinary hours in a 19 day period, they will be entitled to have the 20th day off as a Rostered Day Off.

5.2.5 Time Off In Lieu

All time in excess of the employee's normal working hours shall be, at the employee's discretion, either paid as overtime or accrued as TOIL (on a time-for-time basis), consistent with the provisions of the sub-clause 5.2.6.1 (b) (ii) – *Maximum number/Approvals of banked time hours*, hereof.

(a) Hours

- By mutual agreement, made in advance between Council and the employee, hours of work may be extended to not more than 10 hours per day and not more than 50 hours per week
- 25 hours can be banked with Manager approval
- Up to 40 hours can be banked with General Manager approval
- All TOIL accrued and taken up to 40 hours is at ordinary time
- Hours greater than 40 hours TOIL are to be paid at the applicable overtime rates
- Employees can by mutual agreement with their Manager, made in advance, have a negative balance of no greater than 8 hours
- Council will maintain a record of all TOIL accrued and taken by the employee.

(b) Where days worked include a Saturday, Sunday or Public Holiday, Council and the employee/s will come to an agreement regarding appropriate remuneration. Appropriate remuneration will include:

- payment of penalty rates; or
- crediting hours accumulated at penalty rates toward ordinary hours; or
- time off in lieu of the payment of overtime.

(c) Taking of TOIL

Taking of TOIL shall be mutually agreed between the relevant Manager and the employee.

(d) Payment of Accrued TOIL

Any TOIL remaining on the last day of employment with Council shall be paid to the employee. The payment shall be calculated by multiplying the number of TOIL hours remaining to the credit of the employee by the normal hourly rate to which the employee was entitled at the date of termination.

5.2.6 General Conditions

The following conditions shall apply to any arrangement entered into under *Clause 5.2 – Workforce Flexibility Arrangements* of this Agreement:

- (a) Irrespective of the span of hours worked, the starting time shall not be later than 10am and the finishing time no later than 6pm except with the prior approval of the relevant Manager.
- (b) All time worked and banked time taken shall be:
 - (i) recorded on a standard Council time card/sheet (hard copy or electronic);

- (ii) signed by the employee and verified by the employee's supervisor as an accurate record of times worked; and
- (iii) lodged with the Pay Office.

5.2.6.1 Conditions applicable to arrangements involving the accrual of Banked Time.

Where any arrangement results in the accrual of time which is intended to be taken at a later date, then, in addition to any conditions forming the basis of any particular arrangement, the following standard conditions shall apply to the accrual and taking of banked time:

- (a) Supply of details of banked time
 - (i) Details of all banked time transactions shall be recorded by the Pay Office.
 - (ii) Details of the balance available shall be included on the employees' Pay Advice Notices.
 - (iii) Details of transactions shall be made available to employees upon request.
 - (iv) Managers shall be supplied with a report on the balance of time available to all employees under their supervision.
- (b) Maximum number/Approvals of banked time hours
 - (i) The maximum number of hours which an employee shall be permitted to hold to their credit in their leave bank approved by their Manager shall be 25.
 - (ii) Up to 40 hours can be approved by their General Manager.
 - (iii) The 25 hour limit can only be exceeded where:
 - the relevant Manager and General Manager are satisfied that exceptional circumstances exist;
 - prior to reaching the permitted maximum (40 hours), the relevant Manager and the employee have negotiated (and reduced to writing) a mutually satisfactory banked time arrangement intended to reduce the leave bank credit to 25 hours or less; and
 - the employee can demonstrate that the accrual of the banked time above the permitted maximum will not result in the deferral of the taking of any scheduled annual or long service leave or the creation of an annual or long service leave balance which is in excess of the upper limit prescribed by Council.
 - (iv) Irrespective of the circumstances, in no case shall an employee's banked time credit exceed 40 hours.
 - (v) To give practical effect to sub-paragraph (iv) above, banked time recorded on time sheets in excess of 40 hours, with prior approval of management will be paid at overtime rates.

- (vi) The relevant Manager shall forward a copy of the proposed arrangement referred to in paragraph (b) (iii) point 2 above to their General Manager together with such other information as the General Manager may require in order to assess the merits of the arrangement.
- (vii) The General Manager shall approve or should they form the opinion that the arrangement is contrary to Council's interests, modify or reject the arrangement.
- (viii) This paragraph applies to all employees who, on date of certification of this Agreement hold a banked time credit in excess of 25 hours. Employees shall be required to reduce their credit to 25 hours within 6 months unless they have satisfied their Manager that exceptional circumstances exist and have entered into a written arrangement for the same purpose as set out in paragraph (b)(iii) point 2 above. All other provisions of paragraphs (ii) to (vii) inclusive shall also apply in this circumstance.

(c) Maximum Number of Negative Banked Time Hours

(i) General Application

An employee shall be permitted to hold a negative balance in their accrued time bank provided:

- the relevant Manager is satisfied that the particular circumstances of the employee are such as to warrant the granting of the concession;
- no other form of leave (excluding annual or long service leave) is available for the purpose;
- the negative balance at no time exceeds 8 hours;
- if a negative balance exists at the date of the employee's resignation, retirement or the termination of the employee's service, the negative balance shall be automatically deducted from the termination pay of the employee.

(ii) Christmas/New Year Closedown

This paragraph applies to employees with less than 4 months continuous service with Council as at 25 December in the relevant year.

Where Council approves the general close down of operations during a Christmas/New Year period then an employee to whom this paragraph applies shall, in order to participate in the general closedown, be permitted to accrue a banked time debit of not more than 24 hours, provided:

- the employee has demonstrated that they have maximised their opportunities to bank time before the relevant Christmas/New Year period;
- any pro-rata leave entitlement is incorporated into the leave application for the relevant Christmas/New Year period; and
- the banked time debit is reduced to less than negative hours within one month of the expiration of that period.

(d) Minimum Number of Hours Worked

The following shall apply where a lesser period than one full day is taken using banked time:

- For employees employed on a casual basis, the minimum number of hours shall be as provided in the employee's letter of engagement.
- For all other employees the minimum number of hours the employee is required to work on that day shall be four (4).

(e) Employee's Right to Accrue a Minimum Amount of Banked Time

Should the employee so elect, and subject to Clause (d) above, the employee shall be entitled to accumulate banked time to take at least one day's leave in each four week cycle. Such leave shall, unless otherwise agreed between the employee and the relevant Manager, be a full day.

(f) Application of Non-Value Added Time

- (i) For the purpose of calculating leave debits and accrued time credits for any period of non-value added time, an employee shall be deemed to have worked the equivalent of the number of hours the employee would have worked on that day or during the period (as the case may be) had the employee been working their normal hours.
- (ii) For the purpose of this paragraph, "non-value added time" shall mean the time an employee is not undertaking normal duties as a result of:
 - the taking of annual, long service or special leave by that employee;
 - the declaration of any day as a Public Holiday; or
 - the employee being absent because of sickness or for any other approved reason.
- (iii) Where historically an employee or a work group regularly works in excess of 8.5 hours per day and/or there is a

clear intention for this to occur or continue to occur in the future, then for the purposes of applying a time credit to an employee's banked time in respect of any non-value added time, 8.5 hours shall be deemed to have been worked on that day or as the case requires, for each of the days in that period provided a WFA is in place, which, among other things, stipulates that:

- 8.5 hours is deemed to be the “normal hours” worked for the purposes of this arrangement
 - a record of actual time worked by the employee or work group is to be kept and a quarterly audit undertaken to satisfy the parties as to the appropriateness of the deemed “normal hours” determination of 8.5;
 - this audit is to be conducted by the relevant Manager, a representative from POD and the employee or a work group representative (whichever is applicable);
 - where the audit reveals there is a need for the “normal hours” to be adjusted either upwards or downwards, that agreement is to be reached as to the new deemed figure and that the new deemed figure shall apply from the date of Arrangement with no retrospective adjustments;
 - where an adjustment is made to the deemed “normal hours”, a new WFA will be entered into.
- (g) Inclement Weather (Wet Days)
- (i) Where inclement weather prevents an employee from undertaking scheduled work:
- employees shall be required to attend work for normal rostered hours;
 - relevant Managers shall endeavour to provide work during this period;
 - all productive time in excess of the normal rostered hours shall be authorised by the relevant Manager.
- (ii) Notwithstanding the foregoing, where in the opinion of the relevant Manager inclement weather will continue past 7½ hours and no productive work is available, employees may be sent home and credited with normal rostered hours.

This provision shall not apply to employees who are rostered on-call.

- (h) Conversion of Leave from Days to Hours

To facilitate the calculation of annual, long service, special or sick leave for those employees required under an Award to work 72.5 hours per fortnight, leave entitlements shall be converted to hours in the following manner:

The annual entitlement expressed in days, shall be multiplied by 7.25.

(i) No Reduction in Service Delivery

Banked time shall be taken in a manner which does not render the provision of services or the administrative or other operations of Council less efficient and/or more costly.

(j) No Loading to Apply

No leave loading shall be applied to any banked time taken in conjunction with annual leave.

(k) Call Backs

Nothing contained in this Clause shall affect the right of an employee to be paid the penalty prescribed by the Award where the employee is called back to work whilst accessing banked time.

(l) Minimum Notice – Variation to Scheduled Banked Time

Unless otherwise agreed between the Manager and employees, not less than 36 hours notice shall be given by the relevant Manager of any intention to vary scheduled banked time arrangements.

5.2.6.2 Right of Appeal

An employee aggrieved by their Manager's rejection of a submission to accrue the maximum number of hours or of any other element of a proposed arrangement shall, have the right of appeal to their General Manager.

5.3 *Annualisation of Hours*

The parties to this Agreement acknowledge that some areas of Council experience seasonal changes to their workloads. To cater for these seasonal conditions, sections of Council may implement WFAs which are cost effective and improve services to customers. Some areas of Council, for example, are busier during summer months and quieter during the winter. To improve service to its customers, the permanent employees may negotiate to annualise their work arrangements and work longer hours during the busy summer season.

The extra hours worked during the summer would then be "banked" and accessed during the off season.

- 5.3.1 By mutual agreement in writing, made in advance between Council and the employee, annualisation of hours for permanent full time employees may be arranged based on expected seasonal workloads.
- (a) This arrangement will be reviewed periodically
 - (b) Hours can be worked in no less than 10 months in any fiscal year
 - (c) No employee shall suffer a reduction in salary or ordinary time earnings as a result of annualisation of hours
 - (d) Entering into an annualisation of hours arrangement precludes the work team from engaging in other WFA's.
- 5.3.2 Annualisation of hours for seasonal conditions will be governed by the relevant Award requirements regarding:
- (a) span of hours – as specified in the relevant Award
 - (b) maximum of hours worked before overtime is incurred per fortnight; and
 - (c) minimum hours worked per fortnight.
- 5.3.3 All applications for annualised hours for seasonal conditions must be recommended by the relevant Manager and lodged with the relevant General Manager for approval and must include specific details of:–
- (a) the consultation and negotiation process undertaken with employees
 - (b) whether all employees endorse the arrangement
 - (c) the dates of expected seasonal variation
 - (d) the expected improvements in customer service
 - (e) the total (or maximum) number of hours to be banked by each employee during the peak season; and
 - (f) when (during the off peak season) each employee will take their banked time.
- 5.3.4 All leave banked must be taken prior to the commencement of the next peak season.
- 5.3.5 Each WFA for seasonal conditions will be reviewed annually by the relevant Manager with a recommendation made to the General Manager for consideration for approval or refusal. The review will consider the benefits and outcomes for both customers and employees and a decision will be made about continuing the arrangement for the following year.

5.4 *Annualisation of Salary*

The parties to this Agreement acknowledge that some employees of Council experience fluctuations to their workloads. To cater for this, some employees of Council may implement a WFA to annualise their salaries.

5.4.1 By mutual agreement in writing, made in advance between Council and the employee, annualisation of salary may be arranged based on work requirements. It involves the following:

- (a) Work in excess of the ordinary weekly hours up to 45 per week (90 per fortnight), where the payment for such work is factored into the agreed annualised salary
- (b) Hours worked greater than 45 per week (90 per fortnight) but no greater than 50 hours per week are to be considered as Flex Leave wherein the standard provisions apply (i.e. positive balance no greater than 25 hours with Manager approval or no greater than 40 hours with General Manager approval). This Flex Leave is accrued at ordinary time. Employees can by mutual agreement with Council have a negative balance of no greater than 8 hours. All Flex Leave must be approved by management in advance
- (c) All hours worked over 50 per week require documented prior approval from management before payment of overtime is made.
- (d) Access to all other allowances is removed.

5.4.2 The annualised remuneration shall be calculated using the formula:

Base Salary plus any penalties, allowances and overtime divided by 52 weeks to give a weekly rate.

5.4.3 Other matters relating to the Annualisation of Salary include:

- (a) Remuneration can include benefits other than cash such as access to a vehicle (commuter or private use) as agreed by Council;
- (b) The annualised salary rate shall be paid to the employees whilst on all types of leave prescribed by the Agreement and relevant Parent Award;
- (c) Superannuation will be paid in accordance with the Local Government Employees Superannuation Scheme;
- (d) This arrangement will be reviewed periodically. The review will consider
 - (i) if the hours worked in the preceding two fiscal years have been greater than 15% above ordinary hours
 - (ii) whether the roles, responsibilities and operational requirements of the position have remained substantially unchanged during the preceding two years
 - (iii) whether the relevant Manager predicts that operational requirements will remain at the same level as the preceding two years. All three criteria must be met to enable continuance of the annualised arrangement.

5.4.4 Termination of the arrangement will result in a return to the employee's position substantive classification salary as at the first pay period in July of the year immediately following the review.

5.4.5 The operational procedures policy for Annualisation of Salaries is outlined below:

- (a) For the purpose of this Clause “annualisation of salary” means the calculation of a yearly rate of remuneration.
- (b) An annualised salary arrangement may be implemented after negotiation with and endorsement by the employee or, where relevant, the majority of employees in a work team, recommended by the relevant Manager and approved by the General Manager.
- (c) In the interests of achieving a satisfactory outcome, all parties to the negotiations shall be required to state the reason or reasons when presenting their particular position on the issues relevant to the proposal.
- (d) An existing annualised salary arrangement may be retained (with or without modification) or terminated. This paragraph is subject to paragraph (e).
- (e) This section applies where the General Manager forms the opinion that the existing annualised salary does not properly reflect the current work circumstances of the employee/s or is not fulfilling Council’s operational needs and accordingly, determines that the employee/s is/are to receive a lower annualised salary or is/are to return to either:
 - (i) Their substantive annual salary (i.e. the pre-annualised base rate for the position/s held for the time being by that/those employee/s); or
 - (ii) An annual salary based on their substantive salary appropriately amended to reflect incremental payments otherwise payable during the period of annualisation or changes in work practices or technology.
- (f) Where the General Manager determines that a lower annualised salary is to apply, then:
 - (i) the revised annualised salary shall be calculated by the General Manager on the basis set out in this Agreement
 - (ii) details of the General Manager’s determination and the revised annual annualised salary shall be filed in the relevant employee/s’ personnel file and recorded in appropriate pay records
 - (iii) the revised annualised salary shall be the figure used to calculate the amount of the first annual salary increase granted after the date of the General Manager’s determination
 - (iv) the salary increase referred to in (f) part (iii) shall be added to the revised annualised salary and the appropriate pay records amended to reflect the increase; and
 - (v) the calculation of any further annual salary increase shall be based on the revised annualised salary as amended by the addition of all other base salary increases awarded between the date of the calculation and the date of the

General Manager's determination with consequent amendments made to pay records.

- (g) Where pursuant to paragraph (e) the General Manager determines that the employee/s is/are to return to either their substantive annual salary in accordance with the Award and this Agreement, then:
 - (i) details of the General Manager's determination and the current annual substantive salary or amended annual salary (whichever applies) shall be filed in the relevant employee/s' personnel file and recorded in appropriate pay records;
 - (ii) the current annual substantive salary shall be in accordance with *Schedule A – Toowoomba Regional Council Wage Rates* as full and total remuneration.

- (h) The assessment of the merits of entering into or, following a review as required by this Agreement, retaining an annualised salary arrangement shall be based primarily upon the following criteria:
 - (i) whether the hours worked over the preceding two years have been greater than 15% above the normal Award hours
 - (ii) whether the roles and responsibilities of the position have remained substantially unchanged during the preceding two years
 - (iii) whether the employee's relevant Manager predicts that work requirements for the next year will remain at the same level as the preceding two years.

- (i) The calculation of an annualised salary will reflect:
 - (i) in the case of existing employees, the base salary plus any penalties historically paid under the award including overtime, weekend penalties or other allowances;
 - (ii) hours in excess of the base hours historically or anticipated to be worked;
 - (iii) the value of the non-cash components of the salary or salary package;
 - (iv) changes in work practices and technology.

For employees who have entered into an annualised salary arrangement, the standard annual superannuation contribution payable in terms of the Trust Deed governing the Local Government Superannuation Scheme shall be based on the employee's substantive salary.

5.5 Special Projects

By mutual agreement, made in advance between Council and a simple majority of employees in a Branch, Section or Work Team - whichever is applicable, other

working arrangements can be entered into to meet operational needs. Under any such arrangement, no greater than 100 hours of banked time can be approved.

In such cases, a simple majority of team members must be in favour of the arrangement and the arrangement must be approved by the General Manager. Special arrangements are to be identified and agreed to prior to commencement and may include incentive payments and conditions not provided for within this Agreement.

PART 6 – LEAVE PROVISIONS

6.1 PERSONAL LEAVE (SICK AND CARERS)

- 6.1.1 All employees (except casuals) are entitled to fifteen (15) days (pro rata for part-time employees) per year paid personal leave.
- 6.1.2 Personal Leave may be taken as sick leave when an employee suffers an illness or injury.
- 6.1.3 Personal Leave may be taken as carers leave when an employee is required to provide care or support to a member of the employee's immediate family who requires care or support if they are sick or injured or have an unexpected emergency.
- 6.1.4 All sick/carers leave entitlements shall accrue uncapped.
- 6.1.5 When taking sick or carers leave, the employee must notify their supervisor/manager of their absence as soon as practicable – where possible within the first 30 minutes or at least by the close of business on the first day of absence.
- 6.1.6 A Medical Certificate from a registered medical officer is required after the second consecutive day of sick/carers leave.
- 6.1.7 If it is deemed necessary by the CEO due to perceived abuse of the system, a Medical Certificate will be required to be produced for any one day of sick leave.
 - (a) The perceived abuse of sick leave is deemed to be a regular pattern that is not supported by apparent sickness. It is acknowledged that these regular patterns can be due to personal problems beyond the employee's control and this clause is clearly related to a perceived abuse of sick leave and the intent is to open discussion between the employee and their Manager.
 - (b) If there is any dispute regarding the perceived sick leave abuse either party may access *Clause 1.9 Grievance and Dispute Settlement/Resolution Procedure*.

6.2 LONG SERVICE LEAVE

All Long Service Leave entitlements shall be in accordance with the Long Service Leave provisions of the *Industrial Relations Act 1999*, subject to the following additional entitlements:

6.2.1 An employee shall accrue 1.3 weeks paid long service leave per year of full-time service (part-time on a pro rata basis), and may access accumulated long service leave entitlements after 7 years of continuous service.

- For example: An employee who has completed an initial period of 7 years' continuous service will have access to 9.1 weeks long service leave.

6.2.2 Employees may access half pay long service leave subject to approval by the General Manager on a case-by-case basis.

6.3 BEREAVEMENT LEAVE

All bereavement leave entitlements shall be in accordance with the provisions of the Award. An additional day may be approved by the General Manager on a case-by-case basis.

6.4 COMPASSIONATE LEAVE

Up to two (2) days paid compassionate leave may be approved by the General Manager on a case-by-case basis in respect of a member of the employee's immediate family suffering from illness or injury, in addition to the provisions of *Personal Leave (Sick and Carers)* leave in Clause 6.1 of this Agreement.

6.5 PAID MATERNITY LEAVE

In addition to the provisions of the *Federal Government Paid Parental Leave Scheme* and the provisions of the relevant Award the following will apply.

6.5.1 Four (4) weeks of paid maternity leave (pro rata for part-time employees) will be available to permanent employees after twelve months continuous service.

6.5.2 Paid maternity leave will be effective from the date of commencement of maternity leave

- (a) The period of paid maternity leave forms part of the fifty-two (52) weeks, or part thereof, of unpaid maternity leave.

6.5.3 The period of paid maternity leave is payable once only in connection with each birth or adoption of a child/children to an employee of Council.

6.5.4 After twelve (12) months continuous service for permanent employees, one (1) day's paid paternity leave shall be available for the paternal partner immediately following the birth of the child/children or adoption of a child/children.

- 6.5.5 Part-time employees are eligible for paid maternity leave on a pro-rata basis of the employee's contracted hours for the preceding twelve (12) months.

6.6 JURY SERVICE LEAVE

- 6.6.1 An employee required to attend Jury Service during their ordinary working hours shall be reimbursed by Council an amount equal to the difference between the amount paid in respect of their attendance for jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

The payment includes an over Award payment but excludes overtime, penalty rates, shift allowances and any other like payments, as the employee must have actually worked to be considered for the payment of these allowances.

- 6.6.2 Alternatively, by prior agreement, fees (other than meal allowance) received by the employee to attend jury service, will be paid to Council by the employee, and the employee will continue to receive their ordinary pay for the time the employee was absent on jury duty.

6.7 EMERGENCY SERVICES LEAVE

- 6.7.1 Leave for members of Emergency Service organisations applies to employees who are approved members of the State Emergency Service, Volunteer Fire Brigades or any other emergency service approved by Council for the purpose of emergency service leave. All emergency service leave must be approved by Council. Training leave must be approved in advance while other emergency leave, if greater than three (3) days, must also be approved in advance.

- 6.7.2 Paid leave shall be as follows:

- (a) Maximum 3 days training per year
- (b) Emergency leave as required

- 6.7.3 To avoid disruption to work, employees are required to advise Council of their membership of Emergency Service organisations. Certification of attendance at Emergency Services operations will be required for payment purposes on each occasion of leave.

- 6.7.4 Emergency Service Leave will not be charged against any existing leave accrual balance.

- 6.7.5 This Clause will be subject to legislative changes which may occur.

6.8 LEAVE WITHOUT PAY

Periods of leave without pay for special circumstances will be available to all employees at the discretion of the General Manager and such leave will not constitute a break in the continuity of service of the employee. No personal (sick/carers) leave, annual leave and/or long service leave entitlements will be accrued during periods of leave without pay.

PART 7 – OTHER MATTERS

7.1 JOB SECURITY

7.1.1 Council will maintain a permanent workforce during the term of this Agreement.

7.2 UNION ENCOURAGEMENT/POSITIVE EMPLOYMENT RELATIONS

Union Encouragement/Positive Employment Relations

7.2.1 New Employees

New employees, where possible, will receive information about the Union Delegates during their induction program.

7.2.2 Union Delegate

On being notified in writing by the Union that an employee has been appointed as the Union delegate, Council will recognise the employee as a Union Delegate and may allow them the following subject to the operational needs of Council not being compromised and prior approval from their Manager.

- (a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace
- (b) reasonable access to union members and potential union members to discuss workplace issues
- (c) reasonable access to management for the purpose of resolving issues of concern to union members.

7.2.3 Facilities and conditions

The following facilities and conditions will be made available to Union Delegates and members of the JCC or any other employee involved in any approved consultative forum:

- (a) Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay will be paid (single time rate). This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.
- (b) Reasonable access to normal Council office facilities for administration purposes (i.e. telephone and photocopier).
- (c) Access to a room wherever practical.
- (d) No employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

7.2.4 Union Delegates Leave

Subject to prior approval, a Union Delegate may be entitled to paid leave of absence of up to a maximum of five (5) days per person per annum to attend approved trade union training or specific union training courses.

7.2.5 Meetings

Employees may be entitled to reasonable time with pay within working hours to attend meetings designed to improve employment relations with Council subject to prior approval of their Manager and operational convenience.

7.2.6 Meeting notices and newsletters

The Council will provide an accessible space within each work location for the posting of any Award and the Agreement, and notices pertaining to employment relations within the workplace produced by the union. The union workplace delegate will be provided with access to this space.

7.3 WORKPLACE CHANGE NOTIFICATION

Workplace change will be undertaken under the provisions outlined in the *QIRC Termination, Change and Redundancy Clause Statement of Policy*. A summary of these provisions are outlined below:

Introduction of Changes

Notification

- (a) Where Council decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union or unions.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:
- (c) Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

Consultation

- (a) Council shall consult the employees affected and, where relevant, their union or unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or

the period over which, Council intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

- (b) For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

7.3.1 *Council to notify change*

As soon as practicable after a major change is proposed, and prior to any decision being made, Council will notify each affected employee, and the relevant union, of the proposed major change.

7.3.2 *Council to discuss change*

As soon as practicable after a major change is proposed, and prior to any decision being made Council will discuss the major change with the affected employees and the relevant union, and the discussions will include, without limitation:

- (a) the introduction of the major change;
- (b) the effects the major change is likely to have on employees;
- (c) measures to avert or mitigate any adverse effects of the major change on employees.

Council shall give prompt and genuine consideration to matters raised by affected employees including family responsibilities and/or the union in the course of or otherwise in connection with the discussions required by this sub-clause.

Council will provide information to facilitate discussions. For the purposes of the discussion, Council will provide in writing to the affected employees and the union all relevant information about the major change, including without limitation:

- (a) the nature of the changes proposed;
- (b) the anticipated effects of the changes on employees; and
- (c) any other relevant information.

Provided that the Council will not be required to disclose confidential information the disclosure of which would be detrimental to the Council's interests.

7.4 REDUNDANCY

Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing, done by anyone and that decision could lead to the termination of employment of the employee.

Consultation with the effected employees will occur as per the provisions outlined under *Workplace Change Notification*.

In situations where more than one position is to be made redundant, Council may seek Expressions of Interest which will be given consideration prior to finalising the process.

An employee whose employment is terminated by reason of redundancy is entitled to severance pay of two (2) weeks per year of continuous service with a maximum of thirty eight (38) weeks payments as well as applicable notice provisions for termination and other accrued entitlements payable on termination.

‘Weeks’ pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- Overtime
- Penalty rates
- Disability allowances
- Shift allowances
- Special rates
- Fares and travelling time allowances
- Bonuses, and
- Any other ancillary payments of a like nature

7.4.1 Alternative Employment

TRC, in a particular redundancy case, need not pay or comply with severance pay prescription if TRC obtains acceptable alternative employment.

Employees may be offered reasonable redeployment at level to a position anywhere within TRC with preference given to placement within the employees’ occupational stream and skill set. Employees cannot refuse a position offered within their occupational stream at level for which they are capable of fulfilling or for which they would be capable with appropriate training in a reasonable agreed time frame.

- Reasonable redeployment is defined as an alternate position at the employees level; maintain the employees current span and spread of hours; within the employees occupational stream and skill set for which they are capable of fulfilling or for which they would be capable with appropriate training in a reasonable agreed time frame.

The employee may claim that the position offered to them was not reasonable redeployment and such disputes shall be dealt with in accordance with *Clause 1.9 - Grievance and Dispute Resolution Procedure* as set out in this Agreement.

Where an employee refuses a position that is deemed to be suitable, they are deemed to have resigned their employment and will terminate without redundancy payment.

7.4.2 Employees Exempted

This clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- Probationary employees;
- Apprentices;
- Trainees;
- Employees engaged for a specific period of time or for a specific task or tasks;
- Casual employees.

7.5 JOINT CONSULTATIVE COMMITTEE

7.5.1 Council agrees to establish and maintain a JCC.

7.5.2 The purpose of the JCC is to act as a primary consultation forum between Council and employees.

7.5.3 The parties are committed to effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity to raise and discuss relevant matters.

7.5.4 The parties commit to the effective operation of the JCC.

7.5.5 The JCC will comprise management, union delegates and two employee representatives of Council. Union officials can attend by invitation.

7.5.6 The CEO is responsible for the establishment and functioning of staff consultative forums.

7.6 ANTI-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Council shall conduct their operation with a positive awareness of anti-discrimination and equal employment opportunity legislation.

7.7 TRANSMISSION OF BUSINESS

7.7.1 This clause will apply where the employer (the old employer):

- (a) Proposes to transmit to a new employer the business or any part of the business covered by this Agreement
- (b) Transmits to a new employer the business or any part of the business covered by this Agreement Where an old employer proposes to transmit the business or any part of the business, the old employer shall:
 - a. Notify the employees affected and the relevant unions of the proposed transmission; and
 - b. Discuss with the employees affected and the unions the effect of the transmission of business.

7.7.2 The discussion will commence as soon as practicable after a decision has been made by the old employer to transmit the business or part of the business. The old employer will consider and respond to any reasonable concerns raised by employees and the unions about the terms of the proposed transmission. In the event of a dispute about the old employer's response to concerns raised by employees, the disputes settling clause of this Agreement will be utilized to resolve these concerns, The old employer shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the unions and the proposed new employer.

7.7.3 The employer shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equal to or superior to those which applied to each employee immediately prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at the time of the proposed transmission.

7.7.4 The old employer shall ascertain whether the new employer proposes to recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits and service in respect of:

- (a) Annual Leave
- (b) Long service leave
- (c) Personal/carer's leave
- (d) Redundancy

- 7.7.5 If the new employer does not propose to accept responsibility for and recognise all previous service and accrued entitlements, the old employer must, immediately prior to the transmission of the business, pay to employees their accrued entitlements derived from all industrial instruments specified above and in doing so shall recognise all service with the old employer (plus any previous service recognised by the old employer) without limitation (e.g. no service thresholds for long service leave) including a redundancy payment in accordance with this Agreement, based on recognition of all service with the old employer.
- 7.7.6 The new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this clause. If the new employer does not offer conditions of employment equal to or superior to those provided by the old employer on an on-going basis, an entitlement to a redundancy will be triggered and the old employer must make the payments provided for in this Agreement. Any new offer of employment/common law employment contract offered to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment.
- 7.7.7 If a probationary period of employment and/or a qualifying period of employment is included in any offer of employment with the new employer such that a claim for relief with regard to termination of employment in either period would be prevented, an entitlement to redundancy will be triggered and the old employer must make the payments provided for in this Agreement.
- 7.7.8 To avoid doubt, the period of employment which the employee has had with the old employer or any prior employer which has been recognised by the old employer shall be deemed to be service of the employee with the new employer, for all purposes.
- 7.7.9 Any dispute over the application of this Agreement may be referred to the QIRC in accordance with the provisions of the dispute settling clause 1.9 - *Grievance and Dispute Settlement/Resolution Procedure* of this Agreement.

PART 8 – CLASSIFICATION, CAREER DEVELOPMENT AND TRAINING

8.1 CLASSIFICATION

All positions must have a position description. All positions will be classified in accordance with the Award.

8.2 CAREER DEVELOPMENT/SUCCESSION PLANNING

- 8.2.1 The parties recognise that succession planning is a critical activity of Council due to the relatively large number of staff with extensive experience and corporate knowledge approaching retirement. Further, the parties recognise that succession planning is a shared responsibility between management and staff.

8.2.2 The parties agree that during the life of this Agreement, succession-planning initiatives such as, but not limited to, the following will be explored:

- (a) Maximising the opportunity for personal growth and development providing higher duty appointments of reasonable periods.
- (b) Graduated work/family transition program for employees.

8.3 EMPLOYEE DEVELOPMENT AND TRAINING

8.3.1 Employee Development

- (a) The parties recognise the benefits of developing employees and providing opportunities which enhance the ability of employees to contribute to both their own and Council's development through
 - (i) new knowledge and skills in order to maintain a high level of service within a constantly changing operating environment
 - (ii) encouragement and support throughout this process
 - (iii) a planned approach to employee development, which encourages the creation of a highly skilled and flexible workforce.

8.3.2 Employee Involvement

- (a) The parties to this Agreement recognise that the input of all stakeholders will assist in achieving the above objectives.
- (b) During the life of this Agreement, the parties will seek employee feedback in regard to ongoing development needs and incorporate these, where possible, into operational strategies.

8.3.3 Employee Training

Council will continue to focus on organisational improvement through strategies which:

- (a) encourage open communication between all levels within and across the organization;
- (b) provide a framework for employees to plan and develop career goals and learning needs through an employee development and feedback process;
- (c) facilitate and encourage the improvement of language, literacy and numeracy skills with Council;
- (d) provide opportunities for multi-skilling through job rotation, job exchange, secondment, higher duties;
- (e) recognise and reward exceptional contributions and performances;
- (f) foster the development of effective work teams.

SCHEDULE A*Toowoomba Regional Council Wage Rates**Local Government Officers' Award – 1998 State*

Level	Increment	Annual Rate Effective 1st pay period after 1 January 2012 including 3.5% increase	Annual Rate Effective 1st pay period after 1 January 2013 including 3.0% increase	Annual Rate Effective 1st pay period after 1 January 2014 including 3.0% increase
Level 1	1	\$41,775.456	\$43,028.719	\$44,319.581
	2	\$42,466.676	\$43,740.676	\$45,052.897
	3	\$43,432.791	\$44,735.775	\$46,077.848
	4	\$44,468.943	\$45,803.012	\$47,177.102
	5	\$45,751.410	\$47,123.952	\$48,537.671
	6	\$47,080.023	\$48,492.424	\$49,947.196
Level 2	1	\$48,423.800	\$49,876.514	\$51,372.809
	2	\$49,751.246	\$51,243.784	\$52,781.097
	3	\$51,083.359	\$52,615.860	\$54,194.335
	4	\$52,451.632	\$54,025.181	\$55,645.936
Level 3	1	\$53,824.571	\$55,439.308	\$57,102.487
	2	\$55,195.177	\$56,851.032	\$58,556.563
	3	\$56,572.781	\$58,269.965	\$60,018.064
	4	\$57,945.720	\$59,684.092	\$61,474.615
Level 4	1	\$59,319.826	\$61,099.420	\$62,932.403
	2	\$60,697.431	\$62,518.353	\$64,393.904
	3	\$62,072.702	\$63,934.883	\$65,852.930
	4	\$63,445.641	\$65,349.010	\$67,309.481
Level 5	1	\$64,819.747	\$66,764.339	\$68,767.269
	2	\$66,196.185	\$68,182.070	\$70,227.533
	3	\$67,574.956	\$69,602.205	\$71,690.271
Level 6	1	\$69,904.403	\$72,001.535	\$74,161.581
	2	\$72,233.850	\$74,400.865	\$76,632.891
	3	\$74,569.129	\$76,806.203	\$79,110.389
Level 7	1	\$76,898.576	\$79,205.533	\$81,581.699
	2	\$79,226.856	\$81,603.662	\$84,051.772
	3	\$81,559.803	\$84,006.597	\$86,526.795
Level 8	1	\$84,357.005	\$86,887.716	\$89,494.347
	2	\$87,155.374	\$89,770.036	\$92,463.137
	3	\$89,949.078	\$92,647.550	\$95,426.976
	4	\$92,578.308	\$95,355.657	\$98,216.327
	5	\$95,202.873	\$98,058.959	\$101,000.728

EXECUTION OF AGREEMENT

Kenneth Maxwell Gouldthorp

Executed by Chief Executive Officer on behalf of TOOWOOMBA REGIONAL COUNCIL in accordance with the *Local Government Act 2009* on 10th day of August 2012

in the presence of:

Beverly Joy Mariner JP (C-Dec)

SIGNED for and on behalf of the Queensland Services, Industrial Union of Employees (QSU)

Kathrine Nelson

Position: Secretary

In the presence of – Neil Henderson

SIGNED for and on behalf of the The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees

Michelle Rae

Position: Director

In the presence of –

David Pullen

SIGNED for and on behalf of the Australian Workers' Union of Employees Queensland (AWU)

William Ludwig

Position: Secretary

In the presence of – Melinda Chisholm